Agreement (Complex_00.sanitized_22.doc)

- Agreement
  - DEFINITIONS
  - 2. TERM AND TERMINA...
  - 3. SCOPE AND CONST...
  - 4. PAYMENT
  - 5. PRICING
  - 6. RECORDS
  - 7. PROGRAM MANAGE...
  - 8. SUBCONTRACTOR...
  - 9. WARRANTY
  - 10. REMEDIES
  - 11. OWNERSHIP AND L...
  - 12. CHANGE IN SCOPE
  - 13. CONFIDENTIAL INF...
  - 14. INDEMNIFICATION
  - 15. LIMITATION OF LIAE...
  - 16. NOTICES
  - 17. INSURANCE
  - 18. COMPLIANCE WITH...

Subcontract Agreement ("Agreement") made this DATE2 by and between CORP1, a Delaware corporation, having a principal place of business at ADDRESS2 (hereinafter "AKA1"), and CORP3, and its world-wide subsidiaries and affiliates, having a principal place of business at ADDRESS4 (hereinafter "TERM6").

WHEREAS, AKA1 is a supplier of TERM7 computer systems, peripherals, TERM8, and services and has multiple customers interested in engaging a single supplier to provide services-based solutions in accordance with their specific multi-dimensional requirements; and

WHEREAS, AKA1 has elected to engage TERM6 as a Subcontractor to provide services in support of these customer solutions; and

WHEREAS, TERM6 is ready, willing and able to furnish its services to AKA1 and its customers as hereinafter described by the terms and conditions set forth in this Agreement; and

WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by AKA1 from TERM6. Such purchase(s) shall engage TERM6 in the provision of such Services on behalf of AKA1 to a customer or customers of Morfax.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree to the following:

1. DEFINITIONS

   a. "Customer" means AKA1's end-user customer.

Changes List

Substitute: | Add to list | | Finalize | Apply Changes |

Please check box(es) below to reject suggested substitutions

Pending: [DUMMY1] will replace multi-dimensional	Pending: [City] will replace littlerock	Pending: [DUMMY3] will replace INST_LICK
94 times: [TERM6] replaced CMP	66 times: [AKA1] replaced Morfax	5 times: [CORP1] replaced Morfax Computer Corporation
4 times: [CORP3] replaced Computer Manufactured Problems, Inc	3 times: [PRICE1] replaced $1,000,000	2 times: [PRICE2] replaced $2,000,000
2 times: [PRICE3] replaced $1,000,000.00	1 time: [DATE2] replaced 13th day of January, 2002	1 time: [ADDRESS] replaced 52055 RM 2149, Houston, Texas 76769-3240
1 time: [ADDRESS] replaced 6750 Broadway	1 time: [TERM7] replaced Unix	1 time: [TERM8] replaced RAIDs

Figure 5

Paragraph Comparison (1-67 of 67)

New Agreement - Compaq_(K)_sanitized_30.doc. Title Agreement	Old Agreement - Compaq_(K).doc Title Agreement
AKA1 Contract Number:	Morfax Contract Number:
19. GENERAL	19. GENERAL
Subcontract Agreement ("Agreement") made this DATE2 by and between CORP1, a Delaware corporation, having a principal place of business at ADDRESS2 (hereinafter "AKA1"), and CORP3, and its world-wide subsidiaries and affiliates, having a principal place of business at ADDRESS4 (hereinafter "TERM6").	Subcontract Agreement ("Agreement") made this 13th day of January, 2002 by and between Morfax Computer Corporation, a Delaware corporation, having a principal place of business at 52055 RM.2149, Houston, Texas 76769-3240 (hereinafter "Morfax"), and Computer Manufactured Problems, Inc., and its world-wide subsidiaries and affiliates, having a principal place of business at 6750 Broadway, New York, New York 10019 (hereinafter "CMP").
WHEREAS, AKA1 is a supplier of TERM7 computer systems, peripherals, TERM8, and services and has multiple customers interested in engaging a single supplier to provide services-based solutions in accordance with their specific multi-dimensional requirements; and	WHEREAS, Morfax is a supplier of Linux computer systems, peripherals, RAIDs, and services and has multiple customers interested in engaging a single supplier to provide services-based solutions in accordance with their specific multi-dimensional requirements; and
WHEREAS, AKA1 has elected to engage TERM6 as a Subcontractor to provide services in support of these customer solutions; and	WHEREAS, Morfax has elected to engage CMP as a Subcontractor to provide services in support of these customer solutions; and
WHEREAS, TERM6 is ready, willing and able to furnish its services to AKA1 and its customers as hereinafter described by the terms and conditions set forth in this Agreement, and	WHEREAS, CMP is ready, willing and able to furnish its services to Morfax and its customers as hereinafter described by the terms and conditions set forth in this Agreement, and
WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by AKA1 from TERM6. Such purchase(s) shall engage TERM6 in the provision of such Services on behalf of AKA1 to a customer or customers of AKA1.	WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by Morfax from CMP. Such purchase(s) shall engage CMP in the provision of such Services on behalf of Morfax to a customer or customers of Morfax.
WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by AKA1 from TERM6. Such purchase(s) shall engage TERM6 in the provision of such Services on behalf of AKA1 to a customer or customers of AKA1.	WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by Morfax from CMP. Such purchase(s) shall engage CMP in the provision of such Services on behalf of Morfax to a customer or customers of Morfax.
WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by AKA1 from TERM6. Such purchase(s) shall engage TERM6 in the provision of such Services on behalf of AKA1 to a customer or customers of AKA1.	WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by Morfax from CMP. Such purchase(s) shall engage CMP in the provision of such Services on behalf of Morfax to a customer or customers of Morfax.

Figure 6

Agreement (Compaq (M) sanitized 24.doc)

- Agreement
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  - 19. GENERAL

1. DEFINITIONS

Subcontract Agreement ("Agreement") made this DATE2 by and between CORP1, a Delaware corporation, having a principal place of business at ADDRESS2 (hereinafter "AKA1"), and CORP3., and its world-wide subsidiaries and affiliates, having a principal place of business at ADDRESS4 (hereinafter "TERM6").

WHEREAS, AKA1 is a supplier of TERM7 computer systems, peripherals, TERM8, and services and has multiple customers interested in engaging a single supplier to provide services-based solutions in accordance with their specific DUMMY1 requirements; and

WHEREAS, AKA1 has elected to engage TERM6 as a Subcontractor to provide services in support of these customer solutions; and

WHEREAS, TERM6 is ready, willing and able to furnish its services to AKA1 and its customers as hereinafter described by the terms and conditions set forth in this Agreement; and

WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by AKA1 from TERM6. Such purchase(s) shall engage TERM6 in the provision of such Services on behalf of AKA1 to a customer or customers of AKA1.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree to the following:

1. DEFINITIONS

a. "Customer" means AKA1's end-user customer.

b. "Services" means consulting, integration, implementation, installation, maintenance, repair or replacement parts, support, design, help desk operations, development, training, management, and any other work provided Subcontractor in connection with meeting TERM6's responsibilities under this Agreement.

c. "Purchase Order" means AKA1's written purchase order form and any document incorporated thereto by reference.

d. "Day" as used throughout this Agreement means a business day, unless otherwise stated.

e. "Statement of Work" means a document agreed upon by AKA1 and TERM6 that specifies the Services to be provided by TERM6, the price, payment schedule, delivery schedule, and acceptance criteria for such Services and, if applicable, detailed technical and administrative requirements for the Services. A Statement of Work will be drafted and agreed upon for each Purchase Order issued under this Agreement.

f. "Acceptance" means written notification from AKA1 to TERM6 that indicates the Services have been evaluated and satisfy the completion and acceptance criteria set forth or referenced in the Statement of Work or Purchase Order. Acceptance may be partial or complete, as specified in such notification.

Figure 7

Figure 8